

# **1996 AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE ASEAN SECRETARIAT CONCERNING THE USE OF MAINTENANCE OF THE PREMISES OF THE RESIDENCE OF THE SECRETARY-GENERAL OF ASEAN**

*Signed in Jakarta, Indonesia on 15 March 1996*

The Government of the Republic of Indonesia, represented by the Director-General of the ASEAN National Secretariat, Department of Foreign Affairs, hereinafter referred to as the First Party, and the ASEAN Secretariat, represented by Secretary-General of ASEAN hereinafter referred to as the Second Party;

REFERRING to the Agreement on the Establishment of the ASEAN Secretariat done at Bali on 24 February 1976; the Agreement between the Government of Indonesia and ASEAN relating to the Privileges and Immunities of the ASEAN Secretariat done at Jakarta on 20 January 1979; and the Agreement on the Use and Maintenance of the ASEAN Secretariat done at Jakarta on 25 November 1981.

HAVE AGREED AS FOLLOWS:

## **ARTICLE 1 DEFINITIONS**

For the purpose of this Agreement the following expressions shall have the meaning hereunder assigned, to them:

1. the "Government " means the Government of the Republic of Indonesia;
2. the "ASEAN" means the Association of South East Asian Nations;
3. the "Secretariat" means the Secretariat of the Association of South East Asian Nations;
4. the "premises" means the building and parts of the building and the land ancillary thereto, used for the purposes of the residence of the Secretary-General of ASEAN located at Jalan Imam Bonjol 49, Jakarta Pusat, Indonesia;

## **ARTICLE 2 GENERAL PROVISIONS**

1. The First Party, as the owner of the premises, undertakes to lend to the Secretariat as of 15 March 1996 the use of the premises;
2. The lending by the First Party to the Second Party of the use of the premises shall continue for so long as the Second Party has its seat in Jakarta, Indonesia. If the Second Party ceases to maintain its seat in Jakarta, Indonesia, the uses of the premises shall revert to the First Party;

### **ARTICLE 3 RESPONSIBILITIES OF THE FIRST PARTY**

The First Party shall be responsible for the obligation stipulated in Paragraph 1 Article IX of the Agreement between the Government and the ASEAN relating to the privileges and immunities of the Secretariat.

### **ARTICLE 4 RESPONSIBILITIES OF THE SECOND PARTY**

The Second Party shall be responsible for:

1. the maintenance of the landscape, parking facilities and fencing, and the remodeling thereof;
2. the maintenance of the building and any remodelling or partitioning thereof;
3. the cost of maintenance of facilities fixtures, furniture and furnishing provided by the First Party;
4. the cost of any additional furniture and furnishing desired by the Second Party;
5. the cost of janitorial services, security services, electricity, telephone and waterbills and all other charges for public services supplied by the First Party to the Second Party;
6. the cost of insurance of the premises and its contents;
7. the cost of maintenance and replacement, if necessary, of the Second Party equipment other than fixtures, furniture and furnishing provided by the First Party, repairs of recurring nature, the upkeep through the provision of services and general maintenance of the premises of the Second Party in a proper and suitable condition;
8. allowing duly authorized representative of public utilities to inspect, repair, maintain, reconstruct, and relocate utilities, conduits, mains and sewers within the premises of the Second Party and its facilities.

### **ARTICLE 5 SETTLEMENT OF DISPUTES**

Any dispute arising out of the interpretation or application of this Agreement shall be settled amicably by both Parties through consultation or negotiations.

### **ARTICLE 6 FINAL PROVISIONS**

1. This Agreement shall enter into force on the date of its signing;
2. Amendments and addition to this Agreement, upon the request of either Party, shall be made through consultations and by mutual consent.

DONE in duplicate at Jakarta on this 15<sup>th</sup> day of March in the year one thousand nine hundred and ninety-six, in English language, both texts being equally authentic.

For the Government of the Republic of Indonesia:

**RAHARDJO JAMTOMO,**

Director- General ASEAN National Secretariat Department of Foreign Affairs Republic of Indonesia

For the ASEAN Secretariat:

**DATO' AJIT SINGH,**

Secretary-General of ASEAN